

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

VIAHART, LLC)	
)	
v.)	Case No. 17-cv-8142
)	
Does 1-299)	Judge Andrea R. Wood
)	
)	Magistrate Judge M. David Weisman
)	

DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff, Viahart, LLC (“Plaintiff”) against the defendants operating the websites/webstores identified on Schedule “A” to Plaintiff’s Complaint (collectively, the “Infringing Webstores”), and Plaintiff having moved for entry of Default and Default Judgment against the defendants identified on Schedule “A” to Complaint, with the exception of those already dismissed or having filed motions for extensions to answer (collectively, the “Defaulting Defendants”);

This Court having entered upon a showing by Plaintiff a temporary restraining order and preliminary injunction against Defaulting Defendants;

Plaintiff having properly completed service of process on Defaulting Defendants, providing notice via e-mail, along with any notice that Defaulting Defendants received from the ecommerce platforms, hosts, and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

Defaulting Defendants having failed to answer the Complaint or otherwise plead, and the time for answering the Complaint having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants because Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive Infringing Websites through which Illinois residents can purchase products bearing counterfeit versions of BRIAN FLAKES trademark, U.S. Reg. No. 4164154.

The registration is valid, unrevoked, and uncancelled. Defendants use the mark and display images protected by trademark and copyright on the infringing websites without Plaintiff's permission or consent.

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), and violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510, et seq.).

IT IS HEREBY ORDERED that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that

1. Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be permanently enjoined and restrained from:

- a. using the BRIAN FLAKES trademark or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Viahart product

or not authorized by Plaintiff to be sold in connection with the BRIAN FLAKES Trademark;

b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Viahart product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control or supervision of Viahart and approved by Plaintiff for sale under the BRIAN FLAKES Trademark;

c. committing any acts calculated to cause consumers to believe that Defendants' Counterfeit Products are those sold under the authorization, control or supervision of Viahart, or are sponsored by, approved by, or otherwise connected with Viahart;

d. further infringing the BRIAN FLAKES trademark and damaging Plaintiff's goodwill;

e. otherwise competing unfairly with Plaintiff in any manner;

f. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of the BRIAN FLAKES trademark, or any reproductions, counterfeit copies or colorable imitations thereof;

g. using, linking to, transferring, selling, exercising control over, or otherwise owning or operating the infringing webstores, websites, or any other domain name that is being used to sell or is the means by which Defendants could continue to sell Counterfeit Products;

h. operating and/or hosting infringing webstores, websites and any other domain names registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the BRIAN FLAKES trademark or any reproductions, counterfeit copies or colorable imitations thereof that is

not a genuine Viahart product or not authorized by Viahart to be sold in connection with the BRIAN FLAKES trademark;

- i. registering any additional stores, websites, or domain names that use or incorporate any of the BRIAN FLAKES trademark; and
- j. using images covered by the Viahart's Copyrights or any of Viahart's original photographs that Viahart uses to advertise the sale of original Viahart products.

2. Those in privity with Defaulting Defendants and with actual notice of this Order, including ecommerce platform providers, such as Alibaba, Ali-Express, Amazon, eBay, Wish, etc., shall within three (3) business days of receipt of this Order:

- a. disable and cease providing services for any accounts through which Defaulting Defendants, in the past, currently or in the future, engage in the sale of goods using the BRIAN FLAKES Trademarks, including, but not limited to, any accounts associated with the Defaulting Defendants listed on Schedule "A" not dismissed from this action; and
- b. disable any account linked to Defaulting Defendants, linked to any e-mail addresses used by Defaulting Defendants, or linked to any of the Infringing webstores/websites.

Pursuant to 15 U.S.C. § 1117(c)(1), Plaintiff is awarded statutory damages from each of the Defaulting Defendants in the amount of One-Hundred Thousand Dollars (U.S.) and No Cents (\$100,000.00) excepting Doe Defendant 225 against whom Plaintiff is awarded statutory damages in the amount of One Million Dollars (U.S.) and No Cents (\$1,000,000.00), for using counterfeit BRIAN FLAKES Trademarks on products sold through at least the Infringing webstores/websites. As to each Defaulting Defendant, until such Defaulting Defendant has paid in full the award of statutory damages against it:

- a. Alibaba, Ali-Express, Amazon, eBay, Wish (collectively the “Platforms”) and PayPal, Payoneer, WorldFirst, Bill.com, Pingpong, Payeco, Umpay/Union Mobile Pay, Moneygram and Western Union (collectively the “Payment Processors”) shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ Infringing webstores/websites identified in Schedule “A”, except those dismissed, from transferring or disposing of any money or other of Defaulting Defendants’ assets.
- b. All monies currently restrained in Defaulting Defendants’ financial accounts, including monies held by the Platforms or the Payment Processors are hereby released to Plaintiff as partial payment of the above-identified damages, and are ordered to release to Plaintiff the amounts from Defaulting Defendants’ Platform or Payment Processor accounts within ten (10) business days of receipt of this Order.
- c. Plaintiff shall have the ongoing authority to serve this Order on the Platforms or the Payment Processors in the event that any new accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, the Platforms or the Payment Processors shall within two (2) business days:
 - i. Locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants’ Infringing webstores/websites, including, but not limited to, any accounts connected to the information listed in Schedule “A” of the Complaint, the e-mail addresses identified in Exhibit 1 to the Declaration of David Gulbransen, and any e-mail addresses provided for Defaulting Defendants by third parties;
 - ii. Restraine and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants’ assets; and

- iii. Release all monies restrained in Defaulting Defendants' accounts to Plaintiff as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
- 4. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on any banks, savings and loan associations, payment processors, or other financial institutions (collectively, the "Financial Service Providers") in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, the Financial Service Providers shall within two (2) business days:
 - a. Locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' Infringing webstores/websites, including, but not limited to, any accounts connected to the information listed in Schedule "A" of the Complaint, the e-mail addresses identified in Exhibit 1 to the Declaration of David Gulbransen, and any e-mail addresses provided for Defaulting Defendants by third parties;
 - b. Restrain and enjoin such accounts or funds from receiving, transferring or disposing of any money or other of Defaulting Defendants' assets; and
 - c. Release all monies restrained in Defaulting Defendants' financial accounts to Plaintiff as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
- 5. In the event that Plaintiff identifies any additional webstores, websites, domain names or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the email addresses identified in

Exhibits 1 to the Declaration of David Gulbransen and any e-mail addresses provided for Defaulting Defendants by third parties.

IT IS SO ORDERED.

Dated: 4/11/2018



Andrea R. Wood
United States District Judge

Schedule A**Defaulting Defendants**

Doe	Seller ID	Store Name	Email
Doe 004	recase	Recase International Trading	charin@recase.com.cn
Doe 005	lesong	Shenzhen Lesong Industrial Co., Ltd.	lynn@lesonggroup.com
Doe 006	topaccessory	Yiwu Kashang Garments Co., Ltd.	topacce.6@topaccessory.cn
Doe 007	Behorse Justinterest RC Store	Behorse Justinterest RC Store	SZBehorse@163.com
Doe 011	LeadingStar Official Store	LeadingStar Official Store	ghj67863@21cn.com
Doe 019	A2F7KIXO91O0OO	AGARE	zhoupeng544341046@yahoo.com
Doe 020	A390RA0IAJWJEC	Allas	conconxiao@yahoo.com
Doe 023	A20FKZB2039H0F	AZADAZA	amazon_info@163.com
Doe 032	AOI86FMNHRBBX	dsed4323	kaimao2005@163.com
Doe 037	A24JGG7L2G88QJ	Happy_Rising Sun	joyce_510_hopeful@foxmail.com
Doe 041	A10CRL2ZEYQYOJ	inpay	inpaymall@hotmail.com
Doe 042	A1D6GI37303FXP	joe office	joelin38@outlook.com
Doe 043	AMV0WDBY0FU8I	JoyeArt	amjp@hotjoye.com
Doe 053	A6K3659B46Y3F	Odette Direct	odette.jewelry@gmail.com
Doe 067	APS6XIW3CZEI7	Top Cheer	goliya889@163.com
Doe 069	AV42LWF0LQMUF	WTS-W	3515929036@qq.com
Doe 070	A3QSRA9T70Z9GH	Yeelann	yeelanlilanus@outlook.com
Doe 096	easybuying2005	easybuying2005	easybuying2015@gmail.com
Doe 100	excellent15390	excellent15390	excellent171819@gmail.com
Doe 101	fantastic_baby	fantastic_baby	zxfbhs3094@163.com
Doe 102	fashion-fat	fashion-fat	u1814746514535286@163.com
Doe 115	jmt-store	jmt-store	saktibima408@gmail.com
Doe 161	57cc24e0387f4359bd101d42	3446395045	3446395045@qq.com
Doe 162	5901ac4bfc9cce11129b9925	13332562168	2134595275@qq.com

Doe 163	58f1bd68c2b366167a3e647b	adonggh	adonggh@163.com
Doe 164	59329a7c20e1bf3fc102c67c	Allok	2955623864@qq.com
Doe 165	58d7674c74a9fc6e291e50c1	Areke.Co.,Ltd Shop Online	fangwish@outlook.com
Doe 166	58e4af5c44e1790fb1a6e9a4	AUATSELL	2448516238@qq.com
Doe 167	5911cf39e9b56c3236aa6cdc	azhangling	xwang175@163.com
Doe 168	57e109bdfe5ec7723aa720cc	babybaby520	631632368@qq.com
Doe 169	570661b3d2f7762bc1b2ef15	BigBOM	taeyanguaremysunshine@outlook.com
Doe 170	596b81b248912c651a9d8ac6	blossom_c	19503556@qq.com
Doe 171	58f170322303a8251fec068	Bo Burnham	2045087582@qq.com
Doe 172	598409a6d9d6a46f6810d16e	bravehouse	huandingyangguan@yahoo.com
Doe 173	58afccdf37fc6506d4f7fb	Bright shop	jackzhangguangming@outlook.com
Doe 174	5909b8ec7a32eb72a67e0a96	BST01	bestorewish106@hotmail.com
Doe 175	578ca0ba4d66920c65d28bc0	Call star	dageda9394@sina.com
Doe 176	5999a7b48696be0ca25c12a6	CartoonCity	gaochaoqinwish@163.com
Doe 177	58d28c1699556a6bc544bf73	CCMC	1978859056@qq.com
Doe 178	59295711738a72659ae1d42c	chenpingna	2640952602@qq.com
Doe 179	59a667b04b913a25237bb384	chenxiaopan	olkipi@163.com
Doe 180	578fe9d98039902885419910	Cloud eMarket	cloudeemarket@163.com
Doe 181	5975e81f1719746814c06d0c	duiwij	226892354@qq.com
Doe 182	594ba0b38635f0615e7da	ehomeysjh3	ehomeysjh3@163.com
Doe 183	57bd7d2944ee7f4cb65dfc4b	Elizabeth Love	l8578945@163.com
Doe 184	598847f469eced1b3727c82b	enjoyshopping369	lovezhaoyang2013@163.com
Doe 185	56041e17f864a442987f933b	Eric Design Group	ericwu5158@163.com
Doe 186	57372a71fa3a065931f95ee8	Fashion buyers	15957933568@163.com
Doe 187	577a1ea78da86074d1554662	Fashion China Shoes	jinjianglizao01@126.com
Doe 188	57a891ac3ce257696243de06	Fashion Mom1314	3529993544@qq.com
Doe 189	56388c9d2b6c38101ec88fe8	Fish FR	289055950@qq.com

Doe 190	58e60bdcf0bafc0f9096e40d	Freeloves	zhi881101006@gmail.com
Doe 191	55b051a61ee9642ab8f40ef6	fuli	koalafu5@163.com
Doe 192	58eb247b7bbc2810681b3437	FunShoppingHome	dianhuaji2017@qq.com
Doe 193	598dc369eea5c503d1e282b2	globalFR	226871923@qq.com
Doe 194	544f05289719cd15009bc a18	Goblins.trade	oxox3oo@163.com
Doe 195	57e3e45585c59a4355f8e422	Gold Green	1143207103@qq.com
Doe 196	58aceef4e5177c506d5ba367	GT-Power	gordonqiu3@163.com
Doe 197	578719d24d66927e1a65fc7f	Handmade Yixing teapot	361730366@qq.com
Doe 198	58d735237bd012536844ea60	Happy zhou	zhouxia520@outlook.com
Doe 199	55b5b9100ad62940a13b6a63	Health and beauty corporation	1450056536@qq.com
Doe 200	57d1331245333e4af97d79b7	hendryfx2016	rikaner@outlook.com
Doe 201	58a95ceae7d77450dfbb6063	hhyy168	931622013@qq.com
Doe 202	572246f9cd0b480efb043abb	high feeling	lovehone99@163.com
Doe 203	5774bc3ace2e44749a3b65da	HJWdedianshang	1137517697@qq.com
Doe 204	596df23294158520afb84244	hongjingda store	zhouhao007@126.com
Doe 205	58a17fc450362e4ff8e67030	hope technology	93526742@qq.com
Doe 206	56e6b755acebc558476e751c	HopeUshoppingFun	diannaobao2017@qq.com
Doe 207	595258706f397e20d188f4e1	hopeyouhaveagooodday	yuloverita@163.com
Doe 208	580dc27546763198b471047	hoyoyoyo	m13828881307_1@163.com
Doe 209	5991680b15da070b59c568b7	hujinhuuhu	withoutpity111@outlook.com
Doe 210	5638350130ec121ddf8eb2ad	hukio international	jaweiks@163.com
Doe 211	577a6c0317c3e274715a51a3	HWdedianpu	1873645370@qq.com
Doe 212	58fb2c9705e4e510fdd61f5c	INAN	3504247836@qq.com
Doe 213	5460a2889719cd555dd9bb6f	iwonston	nancy_lixiu@126.com
Doe 214	559ce19aa5a0d7402903d37b	izweng	izweng@163.com
Doe 215	58abf9d07761bd5053c82ac5	Jackchenshop2017	jackchenshop@hotmail.com
Doe 216	59916cd5776ab92f2c7a48f4	JiaoerPenStore	1277203660@qq.com

Doe 218	58e4b557c434e02df392e324	joyshopping2017	qinhao86@outlook.com
Doe 219	583bbf10870df81ba62cd eb8	kaixintaotao	xiaobaobao2013888@163.com
Doe 220	5749a5563a698c4736e67807	Kingking zhang	373240400@qq.com
Doe 221	592ac60445f48c0882aa5b0b	koskos	yan8700@outlook.com
Doe 222	5811b5725250a24df381772c	Kuaileyisheng	tt20161106wy@126.com
Doe 223	5926a2b345f48c2ba17b2d3b	Leech	cq921372165@163.com
Doe 224	58cfedd96509e75133822ca4	lianggough	lianggough@163.com
Doe 225	58788f3ca35cef463674c7c6	lifezs	biluochun2017@qq.com
Doe 226	592ea7f87adb9f48adca32c7	lilang	lhh741852@163.com
Doe 227	5947a27925c4f529005254c6	linyongstore01	2559921427@qq.com
Doe 228	58b56dd16783d85212c3a4cc	liupeng store	liuwishpeng@163.com
Doe 229	58e9c944f4043910692e6efb	liuyichu	ljianj69@outlook.com
Doe 230	57184e4eae02345925d6bdf6	Loving Story	wushuizhentou@qq.com
Doe 231	57e4de50c87c0f38540fd38f	lph	6253236@qq.com
Doe 232	56fc772316e8cb58c099f2b4	LUCKlili	33150580@qq.com
Doe 233	54f317dea0086e329480e6e2	luo's	luoxiaotingwish@outlook.com
Doe 234	596483ff4b913a363d7c5bea	maiiji	maiiji163668@126.com
Doe 235	5919636b864e5c721677718a	Mayzero	mayzero01@foxmail.com
Doe 236	543b408898dc205a0420b10d	Mixmelot.com	alexandermcplus@gmail.com
Doe 237	584684a60299bc6412479551	MokeyBuy	jy-231920985@outlook.com
Doe 238	58351c846339b418e39d4632	munisi008	munisi008@163.com
Doe 239	594a552a8635f022b23c36e2	Mywood merchants	yabeiy@sohu.com
Doe 240	57cbf394d4875f59c088dd65	nan,Li	2684618424@qq.com
Doe 241	58a17c4916fb9d4f60feb5f0	niannian marker	2267931865@qq.com
Doe 242	56a5b5c8a1b99f0e08acf104	Nice Life Store	linda_group01@163.com
Doe 243	5464ba045f313f126a95682d	NiceLady	425373598@qq.com
Doe 244	55fd65578d034042e3eb1c60	NORTH EAST TRADE CO.	sunnyb2011@163.com

Doe 245	5593bcc8e10abe345b04 88e3	one dollar sale	dallas_22015@hotmail.com
Doe 246	587886de0366d06a0c4b 3039	onyourlife	shuangqiang2017@qq.com
Doe 247	5912ae7cd2dee6718e55 01b7	Oushine	oushine100@163.com
Doe 248	57bfcfdfc48fad2546775c 1b	Purist	lrxqieshi@163.com
Doe 249	599fa7ba2351343afc92c 44c	qiyuanstore	q2640058215@163.com
Doe 250	5964864f9579d87f677f0b 0a	REDshark Shop	wenxiangxin@yeah.net
Doe 251	593bf36aabea91721173e df9	rongzhi0811	138798998@qq.com
Doe 252	5800767d8bf5da5b6d929 75c	Sen Bai	601982110@qq.com
Doe 253	5557556af676240e94bce 735	Shenzhen Fss Network Technology Co., Ltd.	jhp1011715@qq.com
Doe 254	58aabcb0a5ee2b50fb03a d1a	shizhongke	18757636323@139.com
Doe 255	58a6e0895715a35b234b 8d27	showger store	405304312@qq.com
Doe 256	59870877efa695745f736 583	Sibel	83366587@qq.com
Doe 257	58e60e4556f9f81042531 883	sky island	3569961523@qq.com
Doe 258	58c24c463713b10eba07 932e	Stars Home	marrylingxingxing@outlook.com
Doe 259	58f6fa5dec4c741119cfc9 4c	stormocean	yewish13@163.com
Doe 260	592e1d66a126a3647f9aa 4d0	Sun jay	shenjiahui126@126.com
Doe 261	58746f93a8174f6896b90 bf0	SUSUi	2184502409@qq.com
Doe 262	5923fbca980a346d5bcb8 ce5	The eternal flowers in the sun	xinjingai2013@163.com
Doe 263	5762a54a2677e15e4600 e284	The lucky goddess	1191033160@qq.com
Doe 264	570b4f66a9dc125902e93 816	UMAX	2434095334@qq.com
Doe 265	54a9de0740b378422555 a0f2	Vapeonly ltd	wish@buybest.com
Doe 266	594b798e146110118ec6 9bc8	W-Mall-Online	chenkai889@hotmail.com
Doe 267	5971dd0c15da0774e91d 5621	wang1212	3496160148@qq.com
Doe 268	5922e5f74995584db484b f70	wanglvqing	jiga01@126.com
Doe 269	5918238b5106080c644b 9c1d	Webmoney	3496578157@qq.com
Doe 270	577220397e548907c156 ba0e	wgzdedianpu	1034238181@qq.com
Doe 271	58845528b2bb714c934ff 943	wumeifushi	240874043@qq.com

Doe 272	5992a4edeea5c55dc41f0f24	wuyaobaodan	wuyaobaodan@sina.com
Doe 273	5928e4cf131a79052f3201cd	WXDZ	1712903097@qq.com
Doe 274	5983f46c439a9827ffd9b9ef	xiachan	1690187685@qq.com
Doe 275	59a6ce840ec30f236635ac6f	XiangxinShop	3402837334@qq.com
Doe 276	5714b4491013285ae2c26fa2	xiaoxiangzi418	yanxiang0418@hotmail.com
Doe 277	55bb8873855ad6464e7f4e0b	Xin Shun Xiang Trading (Shenzhen) Co., Ltd.	2016412626@qq.com
Doe 279	574a56de7d31965cb23b5ed2	xinqing	1657470448@qq.com
Doe 280	591422974cb676577bf90da6	xinshunxiang1	xinshunxiang1@163.com
Doe 281	572ed97558058f591f91ed28	xsj8383	xsj8383@126.com
Doe 282	590c5bf881fa704a6b3b32c1	XYH2017	3468209851@qq.com
Doe 283	5853f0adafa5ec4caf2cfbb6	yanchao	3174502240@qq.com
Doe 284	5836cf7a168b54048ce229d9	yanghongjie	kcenyuyj@163.com
Doe 285	59677de7e81e8a269b9158f8	yangzh6	3219009441@qq.com
Doe 286	58d8a70b5b306d53417448d6	yayaqijiandian	putzerfiumbyre@hotmail.com
Doe 287	58b7d0901604f85a18ce750f	yazhou-one	3461649370@qq.com
Doe 288	5805b1c63b3b3a194a5deef5	yiwumingjikeji	260182593@qq.com
Doe 290	598ae3fc35e73b4e0e421a18	youyouwhiteTea	youyouwhitetea2017@126.com
Doe 291	56726ef46ce38126c84ad8c3	YUNDA Mall	zszebay@163.com
Doe 292	598846992382702ce12e3c6b	z03110410	3578568064@qq.com
Doe 293	59475cf3b9ef5246cb6cf4a9	zencart	596254502@qq.com
Doe 294	58254a21e18c0f535f8c5a89	zhangfangcong	363305552@qq.com
Doe 295	58da11921009f952d2c811cd	zhanghunxia	178061711@qq.com
Doe 296	59848484957b0c1946b47784	zhangkuifa	676838548@qq.com
Doe 297	58c3c3619148fb2c7219b478	Zhenz	zhenz2017@outlook.com
Doe 298	59755a9821187f56f6071193	zolzolshop	872105034@qq.com
Doe 299	589c1d3aaecebd4f648e9479	zoushuang	183624308@qq.com